

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 22	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACA83-03-T-0017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARIA R BUCKNER				b. TELEPHONE NUMBER (No Collect Calls) 808-438-8583	
9. ISSUED BY CONTRACTING DIVISION USAED, HONOLULU BLDG S230 (CA83) FT. SHAFTER HI 96858-5440 TEL: FAX:		CODE DACA83		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7389 SIZE STANDARD: \$6,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
23. UNIT PRICE		24. AMOUNT					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SERVICE: INSPECT ROOF TRUSS FFP Contractor shall provide all management, labor, equipment, tools, materials, and supplies to perform service in accordance with the below Scope of Work entitled, "Inspect Roof Truss Area, Building 672, Schofield Barracks, Oahu, Hawaii", dated 28 July 2003. Delivery Schedule: See Scope of Work	1	Lump Sum		

 NET AMT

FOB: Destination

SCOPE OF WORK**SCOPE OF WORK**

**INSPECT ROOF TRUSS AREA, BUILDING 672,
SCHOFIELD BARRACKS, OAHU, HAWAII
28 July 2003**

1. Existing building truss materials.

Plan view dimensions are 26 feet transverse and 141 feet longitudinal. Roof slope is approximately 2.25 rise to 4.75 run. As-built drawings depict truss consisting of 2x6 wood rafters at 24" center-to-center spacing that includes wood top chord, bottom chord, diagonal bracing, and top chord bridging. Bottom chord span is 26 feet between concrete walls. 7/8" thick continuous wood deck is fastened on top of the top chord. Air conditioning ducts, electrical, and mechanical utility items exist within the truss area. 24" x 36" access panel is located in the second floor latrine ceiling.

2. Inspection.

Inspect timber truss and underside of roof deck areas. Prepare and submit damage inventory of the structural members and its specific location on the truss or roof deck areas. Document and report the following on scaled schematic drawings:

- a. All damages by the subterranean and drywood termites, with the exception that all drywood termite damage that is less than 15% cross-sectionally need not be reported.

- b. Rot problems.
 - c. Water leak and moisture damages.
3. Paris green, asbestos and lead paint containing materials may be present within the ceiling space area and within the roof truss area. Contractor shall employ an Industrial Hygienist to prepare a worker protection plan for paris green, asbestos, and lead based paint exposure (if necessary). No sanding, buffing, cutting, and exposure of existing building members will be allowed without appropriate protection from hazardous materials.
4. Contractor shall submit a Safety Plan in accordance with appropriate sections of the EM-385-1-1, U.S. Army Corps of Engineers "Safety and Health Requirements Manual," current edition, including POD Form 184-R and 284-R where applicable. Contractor shall not perform work until the Safety Plan has been reviewed and accepted by the Government.
- EM 385-1-1 describes the required safety plan and forms--which may be found at the following web site: <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em385-1-1/toc.htm>. Please note that when a medical facility or physician is not accessible within five (5) minutes of an injury to a group of two (2) or more employees for the treatment of injuries, at least two (2) employees must be first aid and cardiopulmonary resuscitation (CPR) certified from American Red Cross, its equivalent, or a licensed physician. The certificate shall not be older than three (3) years from date of issue, unless the currency is specified otherwise by the issuing agency.
5. POC for entry into Building 672 is CPT Kaeo Mott at telephone (808) 655-8276. CPT Mott is located in Building 691, where the 1SG and staff are located. If CPT Mott is unavailable, please ask for the "Replacement Detachment cadre." Alternate telephone numbers are: CDR (808) 655-8276; 1SG (808) 655-4236; PAC (808) 655-8270; and IN PROCESSING OFFICE (808) 655-7174.
6. Contractor shall provide all necessary identification and permits to enter the installation base, access the building, and perform necessary work. Building access will be allowed between 7:00 a.m. through 3:30 p.m., Monday through Friday, Hawaiian Standard Time. However, Contractor shall coordinate schedule arrangements with CPT Mott. No one shall be allowed in the Barracks without receiving prior written approval from CPT Mott. Contractor shall sign-in and sign-out with CPT Mott when Contractor personnel enters and departs the Barracks. Contractor shall ensure the work area and surrounding affected areas are clean, safe, and secure upon departure from the work site.
7. Performance Period. 21 Calendar days after award.
8. Submit Report to the Government. Submit 2 sets hardcopy of field notes and field sketches NLT 2 days after each day inspection is conducted, and 2 sets hardcopy of the final report NLT the last day of the performance period. Final report shall include all field notes, field sketches, photos, damage inventory, and final drawings.

--- END SCOPE OF WORK ---

INSTRUCTION TO OFFERORS:

You may fax your quotation by the closing date and time to (808)438-8588.

CLAUSES INCORPORATED BY REFERENCE

52.204-3	Taxpayer Identification	OCT 1998
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-2	Clauses Incorporated By Reference	FEB 1998

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt);
☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other-----

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
☐ Name and TIN of common parent:
 Name-----
 TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's

records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___(ii) Alternate I (MAR 1999) to 52.219-5.

___(iii) Alternate II to (JUNE 2003) 52.219-5.

X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___(iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

X (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

- ☒ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☒ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☐ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☒ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☐ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ☐ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ☐ (ii) Alternate I (MAY 2002) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2002) of 52.225-3.
- ☐ (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ☐ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ☐ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ☐ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ☐ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ☐ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ☐ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ☐ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

 X (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

 X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 X (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2003) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

S-1 POTENTIAL FOR ASBESTOS ABATEMENT (NOV 1998)

The Government is uncertain as to the presence of asbestos in the building(s) or structure(s) to be worked on by the Contractor. If asbestos is discovered during the work, it will be handled in accordance with statement entitled, "PRICE ADJUSTMENT FOR CONTINGENT SCOPE OF WORK", found in Section 00800 of this solicitation.

[End of Statement]

S-19 SAFETY STANDARDS

The successful offeror will be required to comply with Chapter 396 of the Hawaii Occupational Safety and Health Act (OSHA) standards and Title 12 Department of Labor and Industrial Relations, Subtitle 8 Division of Occupational Safety and Health, Part 2 General Industry Standards as well as with the Corps of Engineers Manual 385-1-1, Safety and Health Requirements Manual. [Title 29, CFR, Chap 18, Part 1910 (OSHA)]

[End of Statement]

S-19A U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1 (AUG 2002)

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions.) EM 385-1-1 and its changes are available at the following web site:

http://www.hq.usace.army.mil/soh/hqusace_soh.htm

The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

Per EM 385-1-1 (latest version) Contractors shall ensure timely accident reporting is strictly adhered to. PODR 265 will be completed within 24 hours of all accidents (excluding first aid injuries). ENG 3394 forms will be completed within 5 days of lost time accident and forwarded to the Contracting Officer or Contracting Officer Representative. All accidents will be reported through the Honolulu Engineer District Safety Office, (808)438-1316 within 24 hours of the incident.

[End of Statement]

S-36.18 ACCIDENT PREVENTION PLAN (DEC 1998)

Within 15 days after receipt of Notice of Award of the contract, and at least 7 days prior to the preconstruction conference, four copies of the Accident Prevention Program shall be submitted to the Contracting Officer for review and acceptance. The program shall consist of the following forms and documents:

(a) An executed POD Form 248-R Rev (1 Jun 98), Accident Prevention Program, Administrative Plan.

(b) An executed POD Form 184-R Rev (16 Oct 98), Activity Hazard Analysis. (At the Contracting Officer's discretion, the Contractor may submit its Activity Hazard Analysis only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase.)

(c) A copy of company policy statement of accident prevention and any other guidance statements normally provided new employees.

Contractor shall not commence physical work at the site until the program has been accepted by the Contracting Officer, or his authorized representative. In developing and implementing its Accident Prevention Program, the Contractor is also responsible for reviewing Section 1 of the most current edition (Sep 1996) of US Army Corps of Engineers Safety and Health Requirements Manual, Engineer Manual 385-1-1. [See paragraph entitled, SAFETY STANDARDS, in Section 00800]

[End of Statement]

S-36.34 VEHICLE REGISTRATION

1. All vehicles operating on Army Installations must have a valid registration, valid certificate of insurance, current safety inspection and be operated by a licensed driver. Vehicle operators shall be prepared to present these documents when requested by the security guard.
2. Contractor vehicles utilized in performance of the contract shall be registered with the Installation Provost Marshal for entry into any Army Installation. This includes contractor employees' privately-owned vehicles (POVs) used to travel to and from the job site. Employees will be allowed to register only one vehicle. It shall be the sole responsibility of the contractor to register vehicles with the Provost Marshal.
3. Prior to contract performance, the contractor shall provide the Contracting Officer with a list of company-owned vehicles, employee POVs, and any subcontractor vehicles to be registered. The Contracting Officer will prepare a request for vehicle registration to the Provost Marshal. Upon receipt of the signed request the contractor shall report directly to the Provost Marshal for vehicle registration. Contractor employees must report in person for registration of their POVs. The following documents will be required to be presented to the Provost Marshal for vehicle registration:
 - a. Contracting Officer's request for vehicle registration.
 - b. Valid Vehicle registration
 - c. Valid Certificate of Insurance
 - d. Current Safety Inspection
 - e. Valid driver's license
4. At any time contractor employees (or subcontractor employees) are operating contractor-owned vehicles on an Army Installation, they shall have in their possession a letter signed by a corporate officer authorizing the individual to drive the vehicle.
5. The Contracting Officer and the Provost Marshal office shall be notified of any changes in vehicles within three business days of the change.
6. In the event the Provost Marshal issues extended passes for vehicles, lost passes shall be reported immediately, in writing, to the appropriate Provost Marshal Office, in order to obtain new passes. Notification shall include all circumstances surrounding the loss of the original passes. All vehicle passes issued shall be returned to the Provost Marshal upon completion of the contract, termination of an employee or discontinued use of the registered vehicles.
7. Failure to follow the procedures outlined above may result in delays in entering Army Installations. The Government is not responsible for any adverse impact on the contractor or its operation as a result of delays due to the failure to register vehicles.

S-4 COST BREAKDOWN

Quoter is required to provide a detailed cost breakdown of his quotation which is to be submitted with his response to this Request for Quotation. Breakdown should cover costs such as labor, materials, overhead and profit. The information will be used in the evaluation process.

[End of Statement]

WAGE DETERMINATION NO: 94-2153 REV (31) AREA: HI,ISLAND-WIDE

WAGE DETERMINATION NO: 94-2153 REV (31) AREA: HI,ISLAND-WIDE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 WASHINGTON D.C. 20210

William W.Gross Division of | Wage Determination No.: 1994-2153
 Director Wage Determinations | Revision No.: 31
 Date Of Last Revision: 05/28/2003

State: **Hawaii**Area: **Hawaii** Statewide

OCCUPATION NOTE:

STEVEDORING AND LONGSHOREMEN: Wage rates and fringe benefits can be found on Wage Determination 2000-0085

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.29
01012 - Accounting Clerk II	11.35
01013 - Accounting Clerk III	12.87
01014 - Accounting Clerk IV	15.68
01030 - Court Reporter	15.36
01050 - Dispatcher, Motor Vehicle	13.88
01060 - Document Preparation Clerk	11.95
01070 - Messenger (Courier)	9.35
01090 - Duplicating Machine Operator	11.95
01110 - Film/Tape Librarian	11.23
01115 - General Clerk I	7.83
01116 - General Clerk II	9.11
01117 - General Clerk III	10.69
01118 - General Clerk IV	13.22
01120 - Housing Referral Assistant	19.80
01131 - Key Entry Operator I	10.66
01132 - Key Entry Operator II	12.85
01191 - Order Clerk I	11.84
01192 - Order Clerk II	12.90
01261 - Personnel Assistant (Employment) I	12.83
01262 - Personnel Assistant (Employment) II	13.80
01263 - Personnel Assistant (Employment) III	16.25
01264 - Personnel Assistant (Employment) IV	17.89
01270 - Production Control Clerk	16.51
01290 - Rental Clerk	13.51
01300 - Scheduler, Maintenance	15.00
01311 - Secretary I	15.66
01312 - Secretary II	19.31
01313 - Secretary III	21.72
01314 - Secretary IV	26.40
01315 - Secretary V	30.87
01320 - Service Order Dispatcher	10.41
01341 - Stenographer I	12.21
01342 - Stenographer II	13.72
01400 - Supply Technician	17.64
01420 - Survey Worker (Interviewer)	11.66
01460 - Switchboard Operator-Receptionist	11.75

01510 - Test Examiner	17.73
01520 - Test Proctor	17.73
01531 - Travel Clerk I	11.33
01532 - Travel Clerk II	12.19
01533 - Travel Clerk III	13.07
01611 - Word Processor I	11.35
01612 - Word Processor II	12.50
01613 - Word Processor III	13.99
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.71
03041 - Computer Operator I	14.18
03042 - Computer Operator II	15.52
03043 - Computer Operator III	18.45
03044 - Computer Operator IV	20.07
03045 - Computer Operator V	22.21
03071 - Computer Programmer I (1)	16.53
03072 - Computer Programmer II (1)	17.97
03073 - Computer Programmer III (1)	20.59
03074 - Computer Programmer IV (1)	25.01
03101 - Computer Systems Analyst I (1)	20.47
03102 - Computer Systems Analyst II (1)	22.98
03103 - Computer Systems Analyst III (1)	25.85
03160 - Peripheral Equipment Operator	14.17
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.34
05010 - Automotive Glass Installer	16.53
05040 - Automotive Worker	16.53
05070 - Electrician, Automotive	16.85
05100 - Mobile Equipment Servicer	14.26
05130 - Motor Equipment Metal Mechanic	18.34
05160 - Motor Equipment Metal Worker	16.53
05190 - Motor Vehicle Mechanic	19.27
05220 - Motor Vehicle Mechanic Helper	13.06
05250 - Motor Vehicle Upholstery Worker	15.63
05280 - Motor Vehicle Wrecker	16.53
05310 - Painter, Automotive	19.16
05340 - Radiator Repair Specialist	16.53
05370 - Tire Repairer	13.78
05400 - Transmission Repair Specialist	18.31
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.79
07010 - Baker	13.52
07041 - Cook I	12.10
07042 - Cook II	13.52
07070 - Dishwasher	10.22
07130 - Meat Cutter	15.55
07250 - Waiter/Waitress	9.84
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.41
09040 - Furniture Handler	11.71
09070 - Furniture Refinisher	17.41
09100 - Furniture Refinisher Helper	13.41
09110 - Furniture Repairer, Minor	15.12
09130 - Upholsterer	17.41
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.68
11060 - Elevator Operator	10.56
11090 - Gardener	13.51
11121 - House Keeping Aid I	11.48
11122 - House Keeping Aid II	12.11
11150 - Janitor	10.56
11210 - Laborer, Grounds Maintenance	10.99
11240 - Maid or Houseman	11.28

11270 - Pest Controller	14.70
11300 - Refuse Collector	11.94
11330 - Tractor Operator	12.70
11360 - Window Cleaner	11.50
12000 - Health Occupations	
12020 - Dental Assistant	13.66
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.57
12071 - Licensed Practical Nurse I	11.52
12072 - Licensed Practical Nurse II	13.72
12073 - Licensed Practical Nurse III	15.34
12100 - Medical Assistant	12.30
12130 - Medical Laboratory Technician	13.72
12160 - Medical Record Clerk	11.93
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.66
12222 - Nursing Assistant II	9.73
12223 - Nursing Assistant III	10.61
12224 - Nursing Assistant IV	11.93
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	13.72
12311 - Registered Nurse I	20.02
12312 - Registered Nurse II	24.50
12313 - Registered Nurse II, Specialist	24.50
12314 - Registered Nurse III	29.38
12315 - Registered Nurse III, Anesthetist	29.38
12316 - Registered Nurse IV	35.24
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.05
13011 - Exhibits Specialist I	16.15
13012 - Exhibits Specialist II	19.18
13013 - Exhibits Specialist III	23.46
13041 - Illustrator I	18.79
13042 - Illustrator II	22.28
13043 - Illustrator III	27.23
13047 - Librarian	25.35
13050 - Library Technician	14.96
13071 - Photographer I	11.79
13072 - Photographer II	14.21
13073 - Photographer III	16.84
13074 - Photographer IV	20.60
13075 - Photographer V	24.90
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.88
15030 - Counter Attendant	8.88
15040 - Dry Cleaner	10.01
15070 - Finisher, Flatwork, Machine	8.88
15090 - Presser, Hand	8.88
15100 - Presser, Machine, Drycleaning	8.88
15130 - Presser, Machine, Shirts	8.88
15160 - Presser, Machine, Wearing Apparel, Laundry	8.88
15190 - Sewing Machine Operator	10.75
15220 - Tailor	11.50
15250 - Washer, Machine	8.88
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	19.38
19040 - Tool and Die Maker	23.30
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.90
21020 - Material Coordinator	18.78
21030 - Material Expediter	18.78
21040 - Material Handling Laborer	16.89
21050 - Order Filler	12.27
21071 - Forklift Operator	15.94

21080 - Production Line Worker (Food Processing)	12.12
21100 - Shipping/Receiving Clerk	12.99
21130 - Shipping Packer	15.22
21140 - Store Worker I	10.96
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.80
21210 - Tools and Parts Attendant	15.65
21400 - Warehouse Specialist	15.65
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.49
23040 - Aircraft Mechanic Helper	15.65
23050 - Aircraft Quality Control Inspector	24.55
23060 - Aircraft Servicer	18.15
23070 - Aircraft Worker	19.39
23100 - Appliance Mechanic	19.38
23120 - Bicycle Repairer	13.78
23125 - Cable Splicer	23.46
23130 - Carpenter, Maintenance	22.29
23140 - Carpet Layer	21.15
23160 - Electrician, Maintenance	25.24
23181 - Electronics Technician, Maintenance I	22.95
23182 - Electronics Technician, Maintenance II	24.17
23183 - Electronics Technician, Maintenance III	25.45
23260 - Fabric Worker	17.39
23290 - Fire Alarm System Mechanic	23.46
23310 - Fire Extinguisher Repairer	16.90
23340 - Fuel Distribution System Mechanic	20.40
23370 - General Maintenance Worker	18.39
23400 - Heating, Refrigeration and Air Conditioning Mechanic	21.73
23430 - Heavy Equipment Mechanic	26.98
23440 - Heavy Equipment Operator	26.17
23460 - Instrument Mechanic	26.98
23470 - Laborer	12.27
23500 - Locksmith	19.38
23530 - Machinery Maintenance Mechanic	23.46
23550 - Machinist, Maintenance	21.86
23580 - Maintenance Trades Helper	13.41
23640 - Millwright	23.46
23700 - Office Appliance Repairer	20.64
23740 - Painter, Aircraft	19.38
23760 - Painter, Maintenance	20.99
23790 - Pipefitter, Maintenance	23.46
23800 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	23.46
23850 - Rigger	23.46
23870 - Scale Mechanic	19.39
23890 - Sheet-Metal Worker, Maintenance	25.55
23910 - Small Engine Mechanic	18.39
23930 - Telecommunication Mechanic I	24.18
23931 - Telecommunication Mechanic II	24.65
23950 - Telephone Lineman	24.18
23960 - Welder, Combination, Maintenance	21.98
23965 - Well Driller	22.15
23970 - Woodcraft Worker	23.46
23980 - Woodworker	16.40
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.42
24580 - Child Care Center Clerk	14.94
24600 - Chore Aid	9.44
24630 - Homemaker	18.52
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	17.74
25040 - Sewage Plant Operator	16.85
25070 - Stationary Engineer	20.40

25190 - Ventilation Equipment Tender	15.65
25210 - Water Treatment Plant Operator	16.85
27000 - Protective Service Occupations	
(not set) - Police Officer	17.73
27004 - Alarm Monitor	14.68
27006 - Corrections Officer	17.18
27010 - Court Security Officer	17.18
27040 - Detention Officer	17.18
27070 - Firefighter	16.62
27101 - Guard I	9.69
27102 - Guard II	11.57
29000 - Technical Occupations	
21150 - Graphic Artist	18.31
29010 - Air Traffic Control Specialist, Center (2)	28.21
29011 - Air Traffic Control Specialist, Station (2)	19.46
29012 - Air Traffic Control Specialist, Terminal (2)	21.43
29023 - Archeological Technician I	14.93
29024 - Archeological Technician II	16.72
29025 - Archeological Technician III	20.70
29030 - Cartographic Technician	23.96
29035 - Computer Based Training (CBT) Specialist/ Instructor	20.37
29040 - Civil Engineering Technician	19.37
29061 - Drafter I	12.25
29062 - Drafter II	15.76
29063 - Drafter III	19.03
29064 - Drafter IV	22.66
29081 - Engineering Technician I	14.46
29082 - Engineering Technician II	18.64
29083 - Engineering Technician III	22.50
29084 - Engineering Technician IV	29.74
29085 - Engineering Technician V	32.60
29086 - Engineering Technician VI	39.41
29090 - Environmental Technician	17.36
29100 - Flight Simulator/Instructor (Pilot)	25.08
29160 - Instructor	21.41
29210 - Laboratory Technician	16.07
29240 - Mathematical Technician	22.28
29361 - Paralegal/Legal Assistant I	15.96
29362 - Paralegal/Legal Assistant II	18.69
29363 - Paralegal/Legal Assistant III	22.87
29364 - Paralegal/Legal Assistant IV	27.63
29390 - Photooptics Technician	19.37
29480 - Technical Writer	18.16
29491 - Unexploded Ordnance (UXO) Technician I	17.93
29492 - Unexploded Ordnance (UXO) Technician II	21.70
29493 - Unexploded Ordnance (UXO) Technician III	26.01
29494 - Unexploded (UXO) Safety Escort	17.93
29495 - Unexploded (UXO) Sweep Personnel	17.93
29620 - Weather Observer, Senior (3)	18.39
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.35
29622 - Weather Observer, Upper Air (3)	17.35
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.35
31260 - Parking and Lot Attendant	7.15
31290 - Shuttle Bus Driver	12.28
31300 - Taxi Driver	10.78
31361 - Truckdriver, Light Truck	12.28
31362 - Truckdriver, Medium Truck	15.57
31363 - Truckdriver, Heavy Truck	17.46
31364 - Truckdriver, Tractor-Trailer	17.46
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	11.45
99030 - Cashier	10.35

99041 - Carnival Equipment Operator	11.72
99042 - Carnival Equipment Repairer	12.46
99043 - Carnival Worker	9.33
99050 - Desk Clerk	13.02
99095 - Embalmer	17.93
99300 - Lifeguard	10.35
99310 - Mortician	17.93
99350 - Park Attendant (Aide)	13.01
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.90
99500 - Recreation Specialist	16.11
99510 - Recycling Worker	15.00
99610 - Sales Clerk	9.92
99620 - School Crossing Guard (Crosswalk Attendant)	9.03
99630 - Sport Official	10.35
99658 - Survey Party Chief (Chief of Party)	20.82
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.59
99660 - Surveying Aide	11.38
99690 - Swimming Pool Operator	12.87
99720 - Vending Machine Attendant	11.34
99730 - Vending Machine Repairer	13.52
99740 - Vending Machine Repairer Helper	11.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: (Hawaii): \$1.01 an hour for all employees on whose behalf the contractor provides health care benefits pursuant to the **Hawaii** prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the **Hawaii** prepaid Health Care Act, the new health and welfare benefit rate will be \$2.36. For information regarding the **Hawaii** prepaid Health Care Act, please contact the **Hawaii** Employers Council.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each

proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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